

March 9, 2021

Negotiations begin this afternoon via Zoom. Both sides have sunshined their items for negotiation with the public through a calendar item at a Board of Trustees meeting. The parties have agreed to skip the ground rules, based on previous working relationships. A method of negotiation commonly referred to as “bucket screening” may be employed, although there is no agreement on that yet.

7 p.m.

Our first session with the District’s negotiators was a productive one. Everyone on their team is an honorable person. We recognize that we have some big differences in how we view what the next contract should contain, but we agree to treat each other civilly and to listen closely to what each side is saying.

We agreed to take some issues away from the table and work on them within a subgroup of two negotiators from each side. These issues include cleaning up some language and references and modifying the existing contract to reflect changes in the law.

We agreed to place our sunshined articles in various buckets. The easier ones, like those mentioned in the preceding paragraph, go into buckets A and B. More complex articles have been placed in Bucket C. Articles that have a financial component to them are all in bucket D.

Once we had agreed on all of the above, our Union presented the first of the articles in bucket C. That article deals with evaluations. We want the evaluators to have some formal training. We want the evaluation procedure to be uniform. In short, we want evaluations that are objective, fair, and informative so that our colleagues know what to expect and the evaluators know what is required of them per our contract.

Our next negotiation session is next Tuesday afternoon. More then.

March 17, 2021

Our second negotiation session with the District’s negotiators occurred yesterday afternoon and lasted 1.75 hours. Earlier that day, a subgroup comprised of two members from each side met to do clean-up work on Articles that needed pronoun changes or needed some modification to conform with current law. That work will be ongoing and the subgroup will report back as changes are agreed upon.

At the afternoon session, the District presented its counter-proposal to our proposed Article on Evaluations. We are looking for more consistency and uniformity in the evaluation process across the college. This can be achieved, in part, by providing some training to the observers/evaluators. We're pleased to see that both sides are getting closer in their thinking about this. A bit more work needs to be done on this Article.

Then, we presented our proposal on Article 7 related to workload and rehire rights. In explaining our position on why there needed to be some significant changes on how rehire rights are understood and implemented, we pointed out that we believe that rehire rights should provide some job security (with the caveats that the term "job security" has some limitations) and that rehire rights should be interpreted and implemented in a way that gives us some ability to plan economically for future semesters. Several questions were posed by the District negotiators and we answered them. We expect a counter-proposal on this article from the District at our next session.

After a brief caucus by each side, we returned to the negotiation session and we presented our proposals for changes to Articles 14 and 18. In Article 14, we're proposing that Social Security be added to the available Retirement Benefits and that accumulated sick leave be paid out at the current hourly rate to unit members in the STRS Cash Balance and Social Security (if implemented) plans upon retirement from the District. In Article 18, we are proposing that binding arbitration be added to the Grievance Procedure. This would remove the Superintendent/President as the final decision-maker in the grievance process. Again, we expect the District negotiators to present counter-proposals to these two Articles at our next session.

This second negotiation session was a productive one, conducted respectfully by both sides. Some significant changes have been proposed by us in these articles. We look forward to seeing how the District responds.

Our next session is Tuesday, April 6<sup>th</sup>. More then.

April 6, 2021

Today, we met with the District's negotiators for two hours. We presented eight initial proposals to them and we submitted a counter-proposal to the Article on Evaluations. Most importantly, we presented our initial proposal on Salary which calls for equal pay for equal instructional work. We said that we were no longer willing to be exploited. We said that we were no longer willing to be treated unfairly.

Full-time credit faculty must work 1,408 hours per academic year. Our proposal for equal pay for equal work divides each step of their annual salary schedule by 1,408 to get the hourly pay for each step. We then multiply that hourly rate by 2 (one hour for teaching and one hour for prep) to get the effective rate that a full-timer is paid for teaching one hour of class. Currently, as the chart below shows, after 20 years of service, we do not reach the hourly rate that a full-time teacher gets on the first day that they begin their MiraCosta teaching career. (The only exception is Class 1, Step 1,

where we get 55 cents more after 20 years than a new full-time teacher at Class 1, Step 1 gets on their first day).

### Associate Faculty (AF) vs. Full-time Faculty (FT) hourly classroom pay rate comparison

		STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	DOC
20 Years	AF	10	\$108.16	\$109.23	\$111.88	\$114.53	\$117.18	\$119.82
Day 1	FT*	1	\$107.61	\$111.58	\$115.57	\$119.55	\$123.53	\$127.52
20 Years	FT*	20	\$195.25	\$199.22	\$203.21	\$207.20	\$211.18	\$215.17

\*Full time classroom hourly rate calculated by dividing each cell in the FT salary schedule by 1408 contract hours, then multiplying by 2 [ 1 hour teaching and 1 hour prep]

When an initial proposal is presented, the other side may ask questions for clarification. There is no negotiation on the merits of the proposal until the other side counters the initial proposal. So, we won't know how the District responds to any of the proposals until our next meeting at the earliest, which is Tuesday, April 20<sup>th</sup>.

Our salary proposal is a big deal. If the Board of Trustees agrees with what we propose, then we will eliminate the exploitation that results in us getting 30 percent less for doing the exact same instructional work in the classroom. Closing that gap will cost the District some money. But closing that gap is the only fair thing to do; it's the right thing to do.

Convincing the Board of Trustees to do the right thing will not be easy. We ask you to join this effort. There are a lot of things you can do. But, first, you have to let us know that you are willing to do something: write a letter, send an email, hold a sign on a street corner, speak at a Board meeting, contact someone you know who might have the ear of a Board member.

If you want to do something to end your exploitation, please contact our secretary, Joe Chirra, via your personal email. Tell him what you want to do. He'll help coordinate your efforts. Contact Joe at [secretary@mccaaf.org](mailto:secretary@mccaaf.org).

Our next negotiation session is Tuesday, April 20, 2021.

April 20, 2021

We met with the District's negotiation team today for 1.25 hours. At our last meeting, we had finished presenting all of our proposals for the new contract. So, today, we expected counter-proposals from the District.

At the outset, the District's team indicated that they wanted to counter our six proposals that had economic implications, e.g., salaries, together as a package and that they were not finished developing their counter-proposals. Accordingly, they will give us those six counters at our next negotiation session on May 11<sup>th</sup>.

The District did offer four counter-proposals. In Article 2, Rights of the Association (our Union) we had sought compensation for additional negotiations, like MOUs, that are outside regular negotiations for a new contract. The District declined to expand resources for these activities.

In Article 4, we sought compensation for serving on two safety committees. However, those committees have now been disbanded and, so, the District struck that language in their counter.

In Article 8, the District countered by inserting the language from the MOU concerning mandated training.

In Article 18, the District countered by declining our proposal for binding arbitration in the grievance process. The District does not believe that binding arbitration serves the District's interests well.

After the District presented its counter-proposals, our Union team caucused for half an hour to discuss our responses to them. We then got back on the same Zoom meeting with the District and told their negotiators that we would defer offering counters to their counters until the next meeting in May.

So, equal pay for equal work will be a topic of negotiation in May. So will real rehire rights. In the interim, your Union will be working to get our message out to the broader community that we will no longer tolerate or accept our exploitation. We will no longer accept being paid 30% less for doing the exact same instructional work as our full-time colleagues. We will no longer accept the unfairness of being paid less per hour after 20 years than our full-time friends get on their first day of service at MiraCosta College.

We have told the District's negotiators and board members of the MiraCosta College Foundation and all of the college's trustees that MiraCosta needs to end our exploitation. The District needs to give us equal pay for equal work. It needs to do the right thing.

Our next negotiation session is Tuesday, May 11, 2021.

May 11, 2021

We met with the District's negotiation team today for two hours. At the outset, the District rejected our three proposals for health benefits, retirement, and leaves outright. The District did offer counter-proposals to Office Hours, Salary, and Assigned Time. After a lengthy caucus, during which we discussed the District's positions, we reconvened and the District countered our proposal on Evaluations. Given the number of new counter-proposals and the rejection of three of our initial proposals (the District wants to maintain the status quo from the current contract), both sides agreed to cancel next week's bargaining session to give us time to determine our next moves and prepare additional counter-proposals. Consequently, our next negotiation session is set for June 11, 2021. A follow-up session is also set for June 22, 2021.

After last month's negotiation on April 20, 2021, we received a heart-felt email from a colleague who thought it was the wrong time to be concerned about pay. In part, that colleague wrote:

*I have been adjunct faculty since \_\_\_\_ and though I appreciate the unions intentions, now is not the time with reduced revenue and a global pandemic to be making demands. Let's all just do what needs to be done to help our students and worry about the other stuff later.*

*As a AF at MC, we already make way more than the other schools. Let's focus on students for now.*

As your Union secretary, I responded as follows:

*Thank you for your response and your service to our students for the past \_\_\_\_ years.*

*Exploitation, being taken advantage of for another's gain, is never right. Before the pandemic, we were being exploited. The college intends to keep doing that as we come out of the pandemic. Their stated position so far is to maintain the status quo into the future. That is wrong.*

*The college has received millions of dollars to help students during this time. That's a good thing. As a basic aid district, MiraCosta gets most of its operating funds from property taxes and, in this wealthy district, property tax revenues are not going down.*

*So, the District is not exploiting us because it has no funds. It's exploiting us because of a long-standing practice, engaged in by community colleges around the state, that it would rather spend money elsewhere, instead of on the majority of people who directly deliver the educational services to our students.*

*Respectfully, the argument that we make more money than non-tenure track faculty at other schools is misplaced. They, too, are being exploited. The difference in pay between schools is not relevant. What's relevant is being paid 30% less than our full-time colleagues at MiraCosta for doing the exact same instructional work. That's the relevant comparison. Who gains from our exploitation? Certainly not our students.*

*All of us worth our salt are always doing all that we can to assist our students. Our demand to be treated fairly does nothing to take away from that commitment. In fact, if the college treats us equitably when it comes to compensation for our services, then we can do even more for our students.*

*Again, thank you for your response. Please stay safe.*

Other colleagues have written about AB 1269 (Garcia), a state assembly bill that supposedly puts us on the path to pay parity. The District's negotiators mentioned that bill today. With respect, this bill is not law; there is no guarantee that it will become law. Most importantly, it does not guarantee equal pay for equal work. Initially, it calls for a three-year study. That's three years of continued exploitation when the issue is already clear. It's too little, too late.

The right thing for our Board of Trustees to do is to accept our proposal that eliminates our exploitation immediately. Look for more of the District's rationale for continuing our exploitation in future messages. The bottom line is that there is no justifiable rationale for paying us 30% less than our full-time colleagues for doing the exact same instructional work.